DOCUMENT RESUME

ED 101 639 HE 006 234

TITLE	Agreement Between Eastern Michigan University and the Eastern Michigan Chapter of the American Association of University Professors, December 1974.
INSTITUTION	Eastern Michigan Univ., Ypsilanti.
PUB DATE	Dec 74
NOTE	62p.
EDRS PRICE	MF-$0.76 HC-$3.32 PLUS POSTAGE
DESCRIPTORS	*Collective Bargaining; Contracts; Contract Salaries; Educational Facilities; Faculty; Fringe Benefits; *Grievance Procedures; *Higher Education; *Negotiation Agreements; Performance Specifications; *State Universities; Teacher Administrator Relationship; Teacher Promotion; Teacher Responsibility; Teacher Welfare; Teaching Load
IDENTIFIERS	*Eastern Michigan University; Faculty Workload

ABSTRACT

This contractual agreement between Eastern Michigan University and the Eastern Michigan Chapter of the American Association of University Professors is effective until August 31, 1976. The agreement covers the areas of definitions; general purposes ard intent; recognition of agent; past practices; agent rights; personnel files; grievance procedure; layoff and recall; professional responsibilities of faculty; compensation, leaves of absence, appointments, termination, evaluation, promotion, and tenure; faculty committees; right to manage; strikes and lockouts; other provisions; and duration and amendment of the agreement. (MJM)

ED101639

agreement between
EASTERN MICHIGAN UNIVERSITY
and the EASTERN MICHIGAN CHAPTER
of the AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS
DECEMBER, 1974

HE 006 334

U S DEPARTMENT OF HEALTH,
EDUCATION & WELFARE
NATIONAL INSTITUTE OF
EDUCATION
THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

CONTENTS

Agreement 1
Definitions 1
General Purposes and Intent 1
Recognition of Agent 2
Past Practices 3
Agent Rights 3
Personnel Files—Faculty 6
Statement 6
Administration 6
Contents 6
Access 7
Grievance Procedure 9
Scope 9
Construction 9
Basic Provisions 10
Procedure and Time Limits 10
Layoff and Recall 13
Layoff Procedures 13
Change from full-time to part-time status 15
Professional Responsibilities of Faculty 16
Professional Responsibilities 16
Outside Professional Work 16
Work Load 17
Compensation 18
Salary Period 18
Salary Adjustment for Promotion 18
Salary Adjustments for Completion of Earned Doctorate 19
Spring, Summer, Pre and Post Session Salaries 19
Compensation for Field Service Teaching 20
1974-75 Salary Adjustments 20
1975-76 Salary Adjustments 21
Fringe Benefits 21
Leaves of Absence 27
Sabbatical Leaves 27
Temporary Disability Leave 29
Military Leave of Absence 32
Annual Military Duty 33
Jury Duty 33
Child Care Leave 34

Professional Leave ... 34
Political Activity ... 35
Other Leaves ... 36
Effect of Leave on Seniority ... 36
Leave Conditions ... 36
Request for Extension of Absences ... 37
Status After Leave ... 37
Appointments, Termination, Evaluation, Promotion and Tenure ... 37
Terms ... 37
Procedures for appointment and evaluation of faculty members ... 39
Terminations ... 45
Faculty Committees ... 48
Right to Manage ... 49
Strikes and Lockouts ... 50
Other Provisions ... 51
Duration and Amendment ... 51
Appendix A ... 54
Appendix B ... 55
Appendix C ... 56
Appendix D ... 57

AGREEMENT entered into this 12th day of December, 1974, by and between Eastern Michigan University (hereinafter "EMU") and the Eastern Michigan University Chapter of the American Association of University Professors (hereinafter the "Association").

ARTICLE I. DEFINITIONS

1.1 "EMU" means Eastern Michigan University, Ypsilanti, Michigan, a state institution of higher education, and its administrative agents.

1.2 "Association" means Eastern Michigan University Chapter, American Association of University Professors.

1.3 "Faculty member" means a person employed in the bargaining unit as defined in Article III.

1.4 "Unit" or "Bargaining Unit" means the faculty members collectively covered by Article III.

1.5 Pronouns of masculine and feminine gender include each other.

ARTICLE II. GENERAL PURPOSES AND INTENT

EMU and the Association recognize their responsibilities under federal, state and local laws relating to fair-employment practices and reaffirm their commitment to the principles involved in the area of Civil Rights.

The parties each agree that there shall be no discrimination because of race, creed, sex, color, age, marital status, nationality, political belief, or for participation in or affiliation with any labor organization. (It is recognized that age may be a factor in compulsory retirement and benefit programs.)

EMU and the Association agree that the provisions of this Agreement shall apply to all faculty members without discrimination.

The general purpose of this Agreement is to set forth terms and conditions of employment, and to promote orderly and peaceful relations for the mutual interest of EMU and the Association.

EMU and the Association encourage to the fullest degree friendly and cooperative relations between their respective representatives.

ARTICLE III. RECOGNITION OF AGENT

3.1 Pursuant to and in accordance with all the applicable provisions of Acts 176 of the Public Acts of 1939 and 336 of the Public Acts of 1947, as amended, EMU does hereby recognize the Association as the certified exclusive collective bargaining representative for all teaching faculty employed by Eastern Michigan University, including professors, associate professors, assistant professors, instructors and librarians with faculty rank, but excluding deans, directors, department heads and other supervisory employees, lecturers, career army personnel in the Department of Military Science, and all other employees.

3.2 EMU shall notify the Association of any change of status, including promotions, terminations, and change from or to part-time employment and administrative status, of any faculty member within fifteen days after such change is determined.

3.3 EMU shall not aid, promote or finance any other group or organization which purports to engage in collective bargaining on behalf of faculty members in the bargaining unit covered by this Agreement.

3.4 It is the policy of EMU not to reduce the bargaining unit by arbitrary change in titles or by the creation of new classifications.

3.5 The parties shall confer at such reasonable times as both parties shall agree to consider problems in implementing this Agreement and matters of mutual concern.

ARTICLE IV. PAST PRACTICES

Except as modified by this agreement, general personnel policies, formally approved by the Board of Regents prior to the date of this agreement, applicable to faculty members, shall not be changed except after notification to the Association of intent to change and negotiations to impasse relative to the proposed change.

ARTICLE V. AGENT RIGHTS

5.1 EMU shall furnish the following information and data to the Association.

(a) A list of the members of the bargaining unit, showing the name, rank, salary, department, tenure status, date of tenure, time in rank, and date of birth. Such list shall be furnished within twenty (20) days after the execution of this Agreement and within twenty (20) days after the beginning of each semester thereafter. Interim changes shall be sent by the twentieth (20th) day of the month following any change in the list.

(b) Copies of minutes of official meetings of the Board of Regents, Budget Requests, Program Revision Requests, and the Annual Audited Financial Statement as approved by the Board of Regents for submission to State Offices.

(c) Section master listings. Such listings shall be furnished within twenty (20) days after the beginning of the fall and winter semesters.

5.2 Amount of professional dues:

Within fifteen (15) days after receiving any list required by paragraph 5.1, the Association will (a) notify EMU of the names of the faculty members who are members of the Association, and (b) certify on a copy of said list the periodic professional dues payable thereafter by each Association member named on said list.

5.3 Professional dues deduction:

Within thirty (30) days after receiving the initial list required by paragraph 5.2 and thereafter during the term of this Agreement and subject to the requirements of any changed list required by paragraph 5.1, EMU shall, for each faculty member named on said lists who (a) has on each payroll date sufficient compensation due him from EMU and (b) has on a form satisfactory to EMU and the Association authorized it to do so, deduct from such faculty member's compensation in equal amounts the periodic professional dues so listed as payable to the Association for his account. Amounts so deducted shall be remitted to the Association within ten (10) working days after the end of each month.

In the event the amount of professional dues is changed by the Association at any time during this Agreement, EMU will be so notified and deductions will be made accordingly, provided such deductions are properly authorized by the faculty member.

5.4 Association use of facilities and services:

The Association and its officers, for the purpose of carrying out its business, shall have the right to hold meetings in University facilities at such times and place as may be reasonably designated by EMU.

The Association shall have the right to post notices of its activities and matters of Association concerns on bulletin boards designated by EMU.

The Association shall have the right to send the *Association News Letter* and other Association notices to faculty members through the EMU mail service provided such use of the mail shall not cause an unreasonable load on such system.

5.5 Released time.

A grievance officer designated by the Association shall be granted one-half (1/2) released time during the terms or semesters he teaches for the purpose of acting on behalf of faculty members in the grievance procedure. The Association members of the Review Board provided in 7.7 shall each be allowed one-fourth (1/4) released time during the fall and winter semesters. Not more than one person from any department shall be granted released time under this provision at any one time.

5.6 Selection of negotiators

Neither party in any negotiations shall have any control over the selection or number of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall have all necessary power and authority to make proposals and consider proposals in the course of negotiations. The Agreement shall not be binding until ratified by the Board of Regents of the University and by the Association.

5.7 Copies of Agreement

Copies of this Agreement shall be printed at the expense of EMU within ninety (90) days after the Agreement is signed and presented to all faculty now employed or hereafter employed (one copy for each faculty member)

with thirty (30) extra copies for the Association. Additional copies shall be furnished to the Association at cost.

ARTICLE VI PERSONNEL FILES—FACULTY

6.1 Statement

An individual personnel file shall be maintained for each member of the faculty originating at the time of appointment by the Board of Regents and containing relevant material from the applicant and candidate stages.

6.2 Administration

a. The office of the President shall have custody and control of the individual personnel files. Departmental or college personnel files may also be maintained. Departmental or college files shall not include pre-employment information, except those data reflecting academic records, vitae supplied by the faculty member and correspondence between the department head and faculty member.

b. Information relating to payroll, fringe benefits, and other specialized type functions may be maintained in other departments to which such functions have been assigned.

c. Each faculty member has the right to know of each and every personnel file maintained on him as specified in "a" and "b".

6.3 Contents

Personnel files may contain the following items (either originals or copies) and shall not include items other than those listed herein. When such items are presented by the faculty member with a written request for inclusion in his file, they shall be included as a matter of right.

a. Signed application form

b. Transcripts supporting claim to academic work

c. Documents supporting claim to professional training

d. Letters, records describing work experience

e. Copies of all statements of employment

f. All documents relating to professional growth or performance

g. All documents pertinent to resignation or discharge

h. Documents indicating special competencies, achievements, scholarly research, academic, professional or other contributions

i. Any statements that the faculty member wishes to have entered in response to or in elaboration of any other item in his file

j. Medical records

6.4 Access

a. On the written request of a faculty member, the President's Office will make available the personnel file of the faculty member for examination by a designated representative of the faculty member to be made in the presence of the President or his designated representative

b. Materials in the personnel files may be copied for use at formal hearings in the University.

c. The individual faculty member, on giving reasonable notice, shall have access to his own files excluding confidential letters of recommendation, during normal business hours under conditions which protect the integrity of the files, and shall have the right to copies of materials in his file at his own expense. He may at his option be accompanied by a representative of his own choice at the time the file is examined.

d. The President and his designated representatives shall have access to the personnel files for official University purposes, including, but not limited to:

1. Maintenance of the files;
2. Use in official University hearings;
3. Use in court proceedings;
4. Evaluations;
5. Updating of statistical information;
6. Responding to inquiries from prospective employers for information and/or recommendations;
7. Responding to requests for information from state or federal authorities charged with enforcement of civil rights, tax, or other statutes.

e. Personnel files maintained at college and departmental levels shall be open only to appropriate administrative officers and their designated representatives for official University business.

f. Faculty members have a right of inspection during normal business hours of information relating to payroll, fringe benefits and other similar specialized items of information which apply to the particular faculty member making request.

g. EMU will not divulge any data or information from its files relating to any identified faculty member without the express written consent of the faculty member except as evidence in University hearings, as evidence in legal disputes or in response to compulsory legal process and except as provided in 6.4 d-6 and 6.4 d-7. This provision shall not prohibit publication of statistical information or other use of data in which no individual is particularly identified.

ARTICLE VII. GRIEVANCE PROCEDURE

7.1 Scope

Except as otherwise specifically provided herein, any grievance a faculty member or group of faculty members may have in relation to his or their employment at Eastern Michigan University, arising from an application or interpretation of this Agreement, shall be adjusted as stated in this Article VII. Any individual faculty member or group of faculty members at any time may present grievances to EMU and have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been informed in writing of the adjustment and has raised no objections thereto.

7.2 Construction

Nothing in this Article VII shall prevent informal adjustment of any grievance and the parties intend that, so far as reasonably possible, every grievance will be resolved between the faculty member and the administrative agent of EMU immediately involved. Steps 1, 2 and 3 of the grievance procedures as set forth in Paragraphs 7.5 through 7.7 of this Agreement shall be pursued to completion before any application for arbitration may be made under Paragraph 7.8 unless the parties to this Agreement enter into a written waiver of those steps and agree to proceed directly to arbitration. No faculty member or group of faculty members, other than the Association, shall have the right to initiate an arbitration proceeding hereunder.

In computing any time limit specified under this Article VII, Saturdays, Sundays, and holidays will be excluded.

7.3 Basic Provisions

a. At the third step of the grievance procedure and at arbitration hearings the grievant(s) shall have the right to have legal counsel present at his (their) own expense.

b. Unless adjusted by mutual consent in writing, the time limits specified herein shall be the maximum time allowed. Failure to comply with time limits on the part of the administrative agent shall permit the grievance to proceed to the next step.

c. A faculty member who participates in a grievance procedure shall not be subject to discipline or reprisal because of such participation.

7.4 Procedure and Time Limits: Initiation

Either a faculty member or a group of faculty members may initiate a grievance by serving written notice of it to the department head or other designated administrative official, with a copy to the Association. Such notice shall concisely state the facts upon which the grievance is based and provisions of the Agreement which have been violated, and specify the relief and remedy sought. Such notice shall be filed within ten (10) days after the Association or the faculty member or members on whose behalf the grievance is filed became aware, or reasonably should have become aware, of the action complained of. If no notice is served in that time, the grievance is barred. In no event shall monetary adjustments of a grievance cover a period prior to ninety (90) days before the filing of written notice of the grievance.

7.5 Procedure and Time Limits: Step One

Upon receipt of the written grievance, the department head or designated administrative agent shall arrange a meeting to discuss the grievance with the grievant(s), and with the appropriate representative of the Association, if requested by the grievant, as the case may be.

This discussion shall be completed within seven (7) days after the required initiation notice is filed. If the grievance is adjusted to the satisfaction of the parties to the grievance, the adjustment will be reduced to writing and signed by the parties. EMU will give a copy to the Association. If the Association presents written objection to the adjustment within five (5) days of receipt thereof the grievance shall be referred to Step Two. If there is no agreement, the department head or administrative agent must present his reasons in writing to the grievant(s), with a copy to the Association.

7.6 Procedure and Time Limits: Step Two

If the grievance is not adjusted in Step One, the faculty member or group of faculty members or Association may within five (5) days of the Step One written answer request in writing that the grievance be presented to the appropriate Dean or other designated administrative agent, setting forth their objection to the Step One answer. Upon receipt of the written appeal the Dean or other designated administrative agent shall arrange a meeting to discuss the grievance, answer and appeal; with the grievant(s), an Association-appointed representative, and the department head or administrative agent involved. This discussion shall be completed within seven (7) days after the filing of a request to have the grievance considered in Step Two. If the grievance is adjusted to the satisfaction of the grievant(s), the Association and the University, at this step, the adjustment will be reduced to writing and signed by the parties and a copy will be given to the Association. If there is no agreement, the Dean or administrative agent must present his reasons in writing to the grievant(s), with a copy to the Association.

7.7 Procedure and Time Limits: Step Three—Review Board

If the grievance is not adjusted in Step Two, the faculty member or group of faculty members or Association may, within five (5) days of the Step Two written answer, submit the grievance through the office of Vice-President for University Relations or his designated representative, to the Review Board, which shall consist of not more than three (3) persons designated by EMU and an equal number of persons designated by the Association. The Review Board shall promptly arrange a meeting to discuss the grievance and the written answers and appeals with the grievant(s), and such other persons as the Board deems appropriate.

This discussion shall be completed within ten (10) days after the filing of a request to have the grievance considered in Step Three. If the grievance is adjusted to the satisfaction of the grievant(s), at this step, the adjustment will be reduced to writing and signed by the parties. The adjustment will be final and binding upon all parties.

7.8 Procedure and Time Limits: Arbitration

If the grievance is not adjusted in Step Three, the Association may submit the grievance to final and binding arbitration. Within ten (10) days after final consideration by the Review Board the Association shall notify EMU of its intention to submit the dispute to arbitration and EMU and the Association shall meet for the purpose of selecting a neutral person to arbitrate the dispute. In the event the parties are unable to agree upon the selection of a neutral person, the selection shall be made in accordance with the procedural rules of the American Arbitration Association. Submission to the American Arbitration Association shall be written, with simultaneous written notice to EMU, and if not filed and noticed within thirty (30) days after the completion of Step Three, the grievance will be barred. An arbitration requested hereunder may be conducted under the Expedited Labor

Arbitration procedures of the American Arbitration Association, if that procedure is agreed upon by both EMU and the Association. If the parties do not agree on the expedited procedure, then the grievance will be arbitrated under the then current voluntary labor arbitration rules of the American Arbitration Association through its conventional process. All arbitration proceedings initiated hereunder shall be subject to the terms and conditions set forth in Paragraph 7.9 in this Agreement.

7.9 Procedure and Time Limits, Arbitration; Arbitrator's decision and award

The arbitrator shall have no power to add to, or subtract from, or modify any of the terms of this Agreement, nor shall he exercise any responsibility or function of EMU or the Association. This is not intended to restrict the authority of the arbitrator to determination of issues of procedural compliance only, and he shall have authority to determine substantive questions properly presented in accordance with the terms of this grievance procedure. The decision of the arbitrator will be final and binding on both parties and may be enforced in any court of competent jurisdiction. The parties to this Agreement will bear their own expenses individually and share the arbitrator's fees and expenses equally.

ARTICLE VIII. LAYOFF AND RECALL

8.1 Layoff Procedures

Should EMU determine to reduce the number of faculty members within a department or program owing to its curtailment or elimination or owing to a bona fide financial exigency, the following procedures shall be followed, provided the faculty members being retained can carry out the full range of instruction needed:

a. Adjustments other than release of regular faculty members (distributing teaching load of spring-summer term so that faculty members may be retained for two semesters in each calendar year) shall be utilized before actual faculty reduction.

b. Regular, full-time faculty members shall have priority for retention over temporary and part-time staff and teaching fellows in the same department.

c. Tenured faculty members shall have priority for retention over probationary faculty members in the same department or program.

d. Layoffs shall take place among probationary faculty members in order from Instructor, to Assistant Professor, to Associate Professor, to Professor, and thereafter according to length of service in rank.

e. Between tenured faculty members, the faculty member with the higher rank shall have retention priority.

f. Between tenured faculty members with equal rank, the faculty member who has obtained the highest relevant academic degree shall have retention priority.

g. Between tenured faculty members with equal rank and academic degree, the faculty member who has the greater length of service in rank shall have retention priority.

h. Between tenured faculty members with equal rank, academic degree, and length of service in rank, the faculty member who has the greater total length of service at the University shall have retention priority.

i. A member of the bargaining unit on layoff status shall be given preference over new hires in filling available positions in the University for which he is qualified.

j. Tenured faculty members who are subject to layoff shall receive notice of at least two (2) semesters prior to the effective date of the layoff or pay in lieu thereof. Non tenured faculty members who are subject to layoff shall receive notice of at least one (1) semester prior to the effective date of the layoff or pay in lieu thereof. For purposes of this provision, the spring and summer terms shall constitute one semester.

8.2 Change from full-time to part-time status

A change in regular appointment from full-time to part-time service may be offered as an acceptable substitute for layoff. Rank shall be maintained with part-time salary proportionate to the base full-time salary. The faculty member shall be retained in the bargaining unit and shall receive such fringe benefits as are provided by EMU policy for part-time faculty. He shall be returned to full-time in accordance with the recall procedure.

8.3 Recall shall be in the inverse order of release providing the faculty member being recalled possesses the instructional expertise required. It is the responsibility of the released faculty member to keep EMU informed where he may be reached readily. Declining or failure to respond within thirty days to an opportunity to return to a former position will result in removal from further consideration. The released faculty member's position shall not be filled by a replacement within a period of two years unless the released faculty member has been offered reappointment and has declined or has failed to respond within thirty (30) days.

ARTICLE IX. PROFESSIONAL RESPONSIBILITIES OF FACULTY

9.1 Professional Responsibilities

EMU and the Association agree that the primary professional responsibility of faculty members is teaching (which includes academic advising) or professional library service.

Further, EMU and the Association agree that faculty members have additional professional responsibilities in such areas as advising, orientation, registration, participation in committee activities, keeping posted office hours which are scheduled at times most beneficial to students, and participation in ceremonial academic functions such as convocations and commencement.

9.2 Outside Professional Work

Supplemental employment for *teaching faculty*, includes counseling, advising, research, honoraria, demonstrating, teaching, and other such services for which remuneration is received (above actual expense.) Such supplemental employment may be permitted providing:

a. It appears that supplemental employment will not interfere with the performance of University duties or impair the effectiveness of the individual as a teacher and a scholar.

b. EMU equipment, supplies, materials, or clerical services may not be utilized for such outside work.

c. Prior to undertaking such outside work, the faculty member must report to the Department Head the nature, extent, and expected duration of such work.

d. Such reports shall be made on forms provided by EMU and shall also be updated, at the beginning of each semester or whenever a significant change in outside employment occurs. Such reports, including the number of hours and time during which the supplemental

employment is to occur, shall be filed with the Department Head who shall report the same to the Vice-President for Instruction and the Internal Auditor.

Should the Vice-President for Instruction determine that the faculty member's supplemental employment interferes with the performance of the faculty member's University duties, he may be requested to end or modify such supplemental employment as a condition of continued employment as a full-time member of the faculty of the University.

9.3 Work Load

a. It is recognized that a full-time teaching position is a full-time job. While it is not possible or desirable to establish the same load or credit hour production for each faculty member, it is assumed that a 12 credit hour load is the norm. Department heads are responsible for structuring schedules to take into account large sections of a single course, laboratory supervision and planning, supervision of special learning activities, supervision of field activities such as practice teaching, clinical affiliation, internship, etc., and at the same time maintain a level of credit hour production consistent with University responsibility.

b. Full-time faculty members shall post and regularly hold office hours and be available for student consultation a norm of ten (10) hours per week, scheduled with the approval of the department head.

c. It is further recognized that faculty members must be encouraged to do research in their specialties and to have opportunities for furthering their professional development because the quality of their teaching depends on remaining intellectually vital and abreast of new developments in their fields. Therefore, research, reading, writing and attending

professional conferences are viewed as legitimate and necessary faculty activity. However, these activities must not interfere with the primary responsibilities for teaching and advising students.

d. Workload of teaching faculty during the spring and summer terms shall be adjusted accordingly.

e. The normal full-time workload for library faculty members shall be 37½ scheduled hours per week.

f. In implementing the provisions of sub paragraphs (A), (B) and (C) there shall be faculty input in accordance with the procedures of Article XIII.

ARTICLE X. COMPENSATION

10.1 Salary Period

All salaries determined according to the terms of this Agreement shall be effective as of the first day of the fall semester of 1974 and shall remain in force until the first day of the fall semester of 1976 as provided for in this Agreement.

10.2 Salary Adjustment for Promotion

Members of the Bargaining unit who were promoted to be effective for the 1974-75 academic year or who shall be promoted during the stated time of this agreement shall receive salary adjustments as listed below.

Type of Promotion	Salary Adjustment
Instructor to Assistant Professor	$ 500
Assistant Professor to Associate Professor	600
Associate Professor to Professor	700

For determination of salary increases in subsequent years, the salary adjustment for the promotion shall be treated as part of base pay.

10.3 Salary Adjustments for Completion of Earned Doctorate

Faculty members of the Bargaining unit who meet the requirement for the earned doctorate as certified by the granting institution, and who have not previously held such a degree, shall have added to their regular annual salary the sum of $900. If the degree is received after the beginning of the fall semester, the salary adjustment shall be prorated according to the time remaining on his academic year appointment, with the balance being paid during the next academic year appointment. For determination of salary increases in subsequent years, the salary adjustment for this degree shall be treated as part of base pay.

10.4 Spring, Summer, Pre and Post Session Salaries

The base contract year shall consist of two semesters for a total of 32 weeks. Further, faculty members will make themselves available for advising the week prior to the beginning of each semester. The contract period for spring semester shall consist of 7½ weeks. The contract period for the summer session shall consist of either 6 or 7½ weeks, whichever is appropriate. When necessary and appropriate for a faculty member to teach on a continuing basis (year around), appointment may be one of two types:

a. Salary shall be determined at 133⅓% of base contract salary and the appointment shall be considered as a 12-month teaching appointment.

b. Salary shall be annualized at 125% of base contract salary and the faculty member shall teach 5 out of 6 semesters during a two-year period.

For those faculty members whose base contract year includes spring and summer sessions as a semester, the contract period for the combined terms shall be 16 weeks.

Further, faculty members will make themselves available for advising the week prior to the beginning of such a semester.

Compensation for spring and summer shall be determined as follows:

a. Spring semester (7½ weeks) 22½ of base salary.

b. Summer semester (6 weeks) 17.6% of base salary.

c. Summer semester (7½ weeks) 22½ of base salary.

d. Compensation for short term workshops shall be determined on the basis of 3 percent of base salary per week.

10.5 Compensation for Field Service Teaching.

a. Salaries for teaching Field Service classes shall be at the rate of $325 per credit hour.

b. When it is in the best interest of the University, reimbursement for use of a personal car in lieu of a motor pool vehicle may be authorized by the account executive. Reimbursement for use of personal cars, when approved by the account executive prior to the trip, will be made at the rate of 12¢ per mile.

c. Commencing with the 1974-75 academic year, EMU will pay the 5% mandatory contribution to the faculty member's retirement plan.

d. When two (2) to five (5) faculty members are scheduled to teach in the same community on the same evening at approximately the same time, the transportation allowance referred to in 10.5-b is provided for one automobile.

10.6 1974-75 Salary Adjustment.

a. Commencing with the 1974-75 academic year, EMU will pay the 5% mandatory contribution to the retirement plan which faculty members previously have paid under

Section 21 of the Public School Employees Retirement Act (M.C.L.A. 38.21).

b. In addition each faculty member shall receive a salary increase of 4% of salary effective at the beginning of the winter semester of the 1974-75 academic year.

10.7 1975-76 Salary Adjustments

a. Each faculty member shall receive a salary increase of 5% of salary effective at the beginning of the fall semester of the 1975-76 academic year.

b. In addition each faculty member shall receive a salary increase of 4% of salary effective at the beginning of the winter semester of the 1975-76 academic year.

10.8 Fringe Benefits

a. EMU shall provide a summary description of the fringe benefits available to faculty members. It should be provided as soon as possible each year after the beginning of the fall semester.

b. Hospitalization - Medical Coverage

EMU agrees to provide full family coverage, Blue Cross-Blue Shield MVF-1 with Master-Medical Option #V and with the D-45 NM rider.

EMU agrees to pay the monthly cost of maintaining this plan at a rate not to exceed the applicable rate for full family, two persons, or single person coverage.

EMU will make its contribution for the month following each month that the faculty member is on the payroll for more than half of the month; and for the first three months that the faculty member is off the payroll and absent because of a medical leave or absence due to injury or illness. Thereafter, the faculty member will be responsible for his premium for the month following any month that he is on the payroll for half a month or less.

Any additional riders requested by the faculty member will be paid for in full by the faculty member.

c. Group Life Insurance and Accidental Death and Dismemberment

1. Faculty members shall continue to be eligible for participation in the present Prudential Group Life Insurance Program.

2. EMU shall provide all faculty members who, during their first thirty days (30) of employment, enroll for the Group Insurance Plan life insurance in the amount of $3000 and Accidental Death and Dismemberment insurance coverage in an equal amount at no cost to the faculty member for a period of one year.

3. After the first year of coverage provided at no cost to the faculty member, EMU shall contribute to the monthly cost of maintaining the coverage under the Group Insurance Plan at the rate of up to fifty cents ($0.50) per month per thousand dollars of coverage. The faculty member shall contribute the remaining amount of the monthly cost of such insurance coverage. The faculty member's contribution shall be deducted from his pay.

4. Group insurance coverage after the first year of coverage shall be in accordance with Appendix A of this Agreement.

5. A faculty member who does not enroll for Group Insurance Coverage during his first 30 days of employment, shall not be eligible to receive a year's free coverage. If he later elects to enroll in the plan and is accepted, he shall be required to contribute to the cost of providing such coverage in accordance with the provisions of "3" above.

6. A faculty member's coverage begins as soon as he enrolls in the Group Plan. Such coverage continues until the faculty member discontinues his contributions, terminates his

employment, or the Group Insurance Policy terminates, EMU will continue its contribution for insurance coverage for a period of three months for a faculty member absent and who has been removed from the payroll because of injury or illness.

7. When a faculty member terminates his employment, he is covered for a grace period of thirty-one (31) days following the last date for which he paid his contribution. During this 31-day period, he may convert his Group Life Insurance, without medical examination, to an individual policy. The faculty member may select any type of individual policy then customarily being issued by the insurer, except term insurance or a policy containing disability benefits. The premiums will be the same as the faculty member would ordinarily pay if he applied for an individual policy at that time.

8. When a faculty member reaches age 65 and continues working, his insurance continues at a decreasing rate of coverage as can be provided at the normal cost per $1000 of insurance. When an individual retires, his coverage is automatically reduced to $1000 and such coverage shall be maintained at no cost to the faculty member.

9. EMU will seek to initiate a new life insurance program or revision of its present program to provide the faculty member with life insurance benefits of an amount equivalent to two (2) times the faculty member's salary, rounded up to the nearest $1000. The cost for this additional or improved coverage will be paid for by the faculty member.

10. EMU shall pay the cost of Accidental Death and Dismemberment Insurance in an amount equal to each insured faculty member's basic coverage before revision.

d. EMU agrees to promote the continuation of the current Prudential Group Long-Term Disability insurance program or comparable Long-term Disability insurance coverage. EMU agrees to contribute $0.50 per $100 of monthly benefit per month per insured faculty member toward the cost of maintaining such a program. The faculty member shall contribute the remaining amount of the monthly cost of the insurance. Such contributions shall be deducted from the faculty member's pay.

e. EMU agrees to continue to allow for the offering of the current short-term disability insurance with weekly benefits based on salary ($110 per week maximum). The faculty member selecting this insurance shall pay the full cost of the premium.

f. EMU agrees to provide for faculty members to elect the Supplemental Retirement Annuity Program as an option to the existing Board approved Tax Deferred Annuity Program effective within six months following the ratification of this contract.

g. EMU shall insure all faculty members for any on-the-job injuries through workman's compensation insurance, as provided by the Michigan Workmen's Compensation statute.

h. EMU shall insure all faculty members traveling on official university business in a common carrier against accidental death or dismemberment up to a maximum of $100,000 per person and an aggregate of $500,000 per incident.

i. Travel at University Expense—Policies

1. Policies

a. Application for approved travel at University expense should be made to the Department Head at least seven days before a trip is taken by completing an

APPLICATION FOR TRAVEL, Form B-6.

b. Reimbursement for ordinary expenses incurred in travel for EMU is made according to the attached schedule of approved travel and subsistence allowance.

c. For motor vehicle travel, a motor pool vehicle is to be used if one is available. When a motor pool vehicle is not available, reimbursement will be made for the use of a private vehicle if approved in advance by the account executive.

d. Costs of travel are charged to the departmental account of the authorizing office.

e. Reservations, schedules and all arrangements for travel and lodging are the responsibility of the traveler.

f. Persons traveling on official University business are covered by personal injury insurance of the University.

2. Travel

a. Reimbursement for use of personal cars, when approved by the account executive prior to the trip: 1. In-state — 12¢ per mile
2. Out of state
Equivalent of Economy Air Fare

3. Lodging and Meals

a. In-State

Lodging—	
actual cost, but not exceeding	$20.00
Breakfast	1.50
Lunch	2.50
Dinner	5.00

b. Out-of-State

Per Diem	$27.00

c. Out-of-State

Lodging —	
actual cost, but not exceeding	$25.00
Breakfast	1.50

Lunch	2.50
Dinner	5.00

d. Evening Snack while traveling after 11:00 P.M. $1.00

e. Actual subsistence expenses are allowed for an official University delegate in attendance at a convention or other formal gathering over which the University has no control, if approved by the Dean or Department Head. An explanation is required on the Travel Voucher, including the name of the convention. Membership dues to any organization are not reimbursable.

4. Miscellaneous

a. Conference Registration Fees	Actual cost
b. Tips (hotel only)	$1.00
c. Parking	Actual cost
d. Telephone Calls	Only EMU business
e. Toll Roads and Bridges	Actual cost
f. Area Travel, such as Limo to and from terminals	Actual cost

5. Receipts are required for:

a. Lodging

b. Toll Roads and Bridges

c. Common Carrier transportation (plane tickets, etc.)

d. Conference Registration Fees

e. Parking over $1.00

j. EMU shall continue to provide parking at no charge for full-time faculty members.

k. EMU shall continue to provide faculty members with optional payroll deductions for the EMU Credit Union.

ARTICLE XI. LEAVES OF ABSENCE

11.1 Sabbatical Leaves

A. Sabbatical leaves are granted for special study, research and/or writing, or other projects which would enhance the usefulness of the person to the institution, perform a service on local, state, national or international level, and/or bring prestige to the University.

B. The President, with the authority of the Board of Regents, shall determine the number of sabbatical leaves to be granted each year and shall grant such leaves to faculty members for the purpose of encouraging scholarly and professional achievement and for the mutual benefit of the University and the grantee.

An applicant shall have served at least twelve (12) semesters of regular full-time employment with EMU since his initial appointment or since a previous sabbatical leave. The elapsed semesters need not be consecutive, but no more than two semesters will be counted from any one fiscal year.

C. A faculty member shall have the choice of taking leave for one semester at full salary or for two semesters at one-half salary. During a sabbatical leave the individual's contract with EMU shall remain unimpaired. Fringe benefits shall be calculated on the basis of the full schedule base salary. The individual shall be eligible for all scheduled adjustments and for all other applicable benefits which would have been provided by EMU were he not on leave.

D. A faculty member on sabbatical leave shall agree to return to service with EMU for two semesters in the year immediately following expiration of his leave or to refund the compensation paid him by EMU during his

leave unless this obligation is specifically waived or deferred by the President. In cases of death, accident, or illness, causing the faculty member to be unable to return, this obligation shall be waived.

E. Regulations governing sabbatical leaves—

Applications for sabbatical leave shall include:

1. The presentation of a definite plan for the scholarly use of the sabbatical leave.
2. An indication of the specific semester(s) for which the leave is requested.
3. A description of any fellowship and/or grant pending or secured at the time of making application for sabbatical leave.
4. The applicant's agreement to return to service with the University for two semesters in the year immediately following or to refund the compensation paid him by EMU.

F. Procedures

Applications for sabbatical leaves for either semester shall be submitted to department heads not later than November first of the academic year preceding the anticipated leave in accordance with established University procedures.

G. Screening Committee

A broadly representative sabbatical leave screening committee, consisting of six faculty members, one academic dean, and two academic department heads appointed by the President upon the recommendation of the Vice-President for Instruction, shall have the following duties:

1. Review and rank all applications for sabbatical leaves and transmit the findings to the Vice-President for Instruction who shall review them and make his recommendation to the President.

2. Make an annual report containing an account of the operation of the sabbatical leave program during the preceding fiscal year, and recommendations concerning any matter relevant to the program.

11.2 Temporary Disability Leave

A. Definition

Working day shall mean any day of the week providing such day is a scheduled working day for the faculty member. A work week shall mean any five days of a regular week.

B. Temporary Disability Leave Credit

All faculty members are entitled to temporary disability leave benefits on the basis of four hours for each completed two week pay period of service, or major fraction thereof, during a semester term or session in which they are scheduled to work. Disability leave credit may be accumulated to a maximum of 1600 hours.

C. Accumulation of Temporary Disability Leave While Off Duty Because of Illness

All faculty members will continue to accrue four hours temporary disability leave credit per two week payroll period as long as they are scheduled to work and on the payroll even though they are absent from duty because of illness or injury. Faculty members on leave of absence without pay will not accrue any temporary disability leave credit during such leave.

D. Return After Separation

When a faculty member who has been separated from EMU returns, his previous unused temporary disability leave allowance shall be placed to his credit.

E. Use of Temporary Disability Leave Credit

1. Temporary disability leave credit may be used on any working day on which a faculty member is scheduled to work.

2. All absences due to illness or injury will be debited against temporary disability leave credit regardless of whether or not a substitute is provided. A faculty member will be considered absent if he fails to appear for his regularly scheduled duties because of illness or injury, and his temporary disability leave credit will be debited.

3. If a faculty member elects to use his temporary disability leave while off duty because of a compensable accident or injury (one covered by Workmen's Compensation) and receive his full salary, the monetary value of the accrued temporary disability leave will be computed at the date of injury and the same may be utilized only to the extent of the monetary difference between his full-time salary and his compensation benefits from each pay period.

4. For any absence which is chargeable to temporary disability leave benefits, the faculty member may be required to file either a physician's statement or a sworn affidavit that the claim or absence for any of the reasons stated above is bona fide. Until such statement is filed, if requested, all absences will be considered as lost time and the faculty member's pay will be reduced accordingly.

5. Whenever a faculty member has used all his temporary disability leave credit, he will be removed from the payroll until he reports back to work.

   Upon the request of such a faculty member, he may be granted a medical leave of absence without pay for a period of up to one semester. Such a leave may

be extended for additional periods not to exceed a total of one full year.

EMU may request a physician's statement in support of any request for such a leave, extension of such leave, and prior to a faculty member returning to work.

6. A faculty member who separates from EMU for retirement purposes and who is age 50 or older with 10 or more years of service (the last two (2) being continuous years of service) at EMU shall be paid for 50 percent of his unused temporary disability leave as of the effective date of the separation. Such payments are to be made at the faculty member's current rate of pay.

7. In the case of the death of a faculty member, payment of 50 percent of the unused temporary disability leave shall be made to the beneficiary or the estate. Such payments will also be made at his most current rate of pay.

8. Temporary disability leave may be utilized by a faculty member for illness or injury of a member of the immediate family limited to the following provisions:

a. Such use will be limited to three (3) days for any particular incident of illness or injury and to a maximum of six (6) days in any fiscal year.

b. "Immediate family" for purposes of this policy shall be interpreted as husband, wife, father, mother, children, sister, brother, mother-in-law, and father-in-law.

Normally, requests for the above shall be made in advance to the Department Head.

9. A faculty member is allowed three (3) days off with pay for a funeral for a member of his immediate family as defined in 8-b above. A faculty member who wishes to attend a funeral for someone outside his

immediate family may take off one-half day with pay, with the permission of the department head. In either case time taken beyond the specified amount will be charged against the faculty member's temporary disability leave.

10. For the newly appointed faculty member, his temporary disability leave record will be credited with the leave credit expected to be accrued during his first year of employment.

    If the faculty member terminates his employment with EMU and has used temporary disability leave in excess of the amount actually earned, as provided for by the temporary disability leave policy, the overdraft will be deducted from the faculty member's last paycheck.

11. Faculty members are provided the opportunity to use two accumulated temporary disability days per year for personal use.

12. Disabilities resulting from pregnancy or child birth shall be treated the same as other disabilities for purposes of this provision.

11.3 Military Leave of Absence

In cases of regular faculty members who enter active military service of the United States, or civilian services of the United States which are an essential part of the national defense program, the following provisions shall be applicable:

A. In all such cases an application for leave of absence shall be presented through normal administrative channels to the Board of Regents and shall be considered by the Board in accordance with established policies. The application shall include a full statement of the facts of the case. Leaves shall not exceed one year at a time. In the event renewals are desired,

they may be requested through the proper channels either by the faculty member or the appropriate administrative head acting in his behalf.

B. Upon termination of duty with the government, EMU will reinstate the faculty member unless in the meantime fundamental changes have taken place which prohibit reinstatement. Because of the necessity of carrying on the essential functions of EMU and the consequent necessity of filling essential positions during periods of leave of absence, there can be no guarantee of reinstatement in the same capacity as that held at the time of entering the government service, but so far as possible, reinstatement will be in positions comparable with the former positions.

11.4 Annual Military Duty

A faculty member who has completed six months of service at EMU and who is ordered to active duty during an academic period in which he is scheduled to work shall, on his request, be granted military leave of absence to engage in a temporary tour of duty with the National Guard or any recognized branch of the United States Military Service, not to exceed fifteen (15) working days in any calendar year. Such leave shall be credited as continuous service. If the faculty member's military pay is less than his regular EMU salary, EMU will pay the faculty member the difference.

11.5 Jury Duty

Faculty members will suffer no loss in compensation when called upon to perform jury duty service. EMU will pay the difference between jury compensation and their regular EMU compensation. When a faculty member is temporarily excused fr

37

jury duty service, he is expected to return to work.

11.6 Child Care Leave

A. In cases of family need, including but not limited to the birth of a child, the adoption of a minor child, or the long term illness (physical or mental) of a minor child, a faculty member may apply for a leave of absence without pay of one semester. Except in emergencies, application for the leave must be made at least two months before the beginning of the semester for which the leave is requested. Leave may be granted to either parent or to any other relative having legal responsibility for the care and support of the child.

B. Such leave may be renewed but the total leave time shall not exceed one year. Except in emergencies, application for renewal shall be made at least two months before the beginning of the next regular semester.

C. Such leave shall not cause the faculty member's employment status to be impaired upon his return.

D. In cases of family need, a faculty member may request a reduced workload for a period of up to two semesters, at a rate of compensation proportional to the salary for his regular workload. Such reduced workload shall be applied for in the same manner as for a full-time leave.

11.7 Professional Leave

It is recognized that a policy permitting leave of absence without pay for professional objectives may under certain circumstances be beneficial to both the individual and EMU.

A. Eligibility

To be eligible for a professional leave without pay, a faculty member shall have three (3) years of continuous full-time service at EMU and since a previous leave of absence. Under unusual circumstances the requirement of three (3) years' continuous full-time service may be waived by the President.

B. Application for Leave

The faculty member shall submit in writing to his Department Head the request for leave stating the reasons for the leave, the period of absence, and the date of return. Such request shall be made by May 15 for the Fall term or for a 12-month leave and by October 15 for the Winter term.

C. Approval

It is recognized that all such leaves are to be at the convenience of EMU and subject to the approval of the respective Administrative Heads and the Board of Regents.

D. Length of Leave

Leave of absence without pay may be granted for the Fall term, the Winter term, or for a period of time not to exceed a 12-month period.

11.8 Political Activity

Faculty members, while not conducting their faculty responsibilities, shall have the same rights to participate in political activity as other citizens.

Leave of absence without pay may be granted upon request to any faculty member who has been nominated for a state or national office, for a period not to exceed 12 months. Candidates for local office may also request leave of absence as necessary.

It is recognized that all such leaves are subject to the convenience of EMU and subject to the approval of the respective Administrative Heads and the Board of Regents.

11.9 Other Leaves

In cases of exceptional need, leaves of absence without pay may be granted faculty members covered by this agreement for valid personal reasons.

Such leaves may be for periods of up to one semester and may be extended for periods not to exceed one full year.

It is recognized that all such leaves are subject to the convenience of EMU and subject to the approval of the respective Administrative Heads and the Board of Regents.

11.10 Effect of Leave on Seniority

Time spent on leave without pay will not be considered in determining whether the faculty member meets the time limits for decisions affecting promotion, tenure or eligibility for sabbatical leave.

11.11 Leave Conditions

A. Fringe Benefits

A faculty member who has been granted a leave of absence without pay may request in writing continuance of medical and life insurance coverage at the full group rate cost, and without University subsidy, for the period of the leave provided such insurance coverage is available. For those individuals who are eligible for the EMU long-term disability insurance coverage and who are engaged in full-time study for an advanced degree, long-term disability insurance coverage may be extended for the period of the leave at the faculty member's cost provided such insurance coverage is

available. While insured during this period, the faculty member shall be eligible for long-term disability benefits during such a leave.

B. Return From Leave

If a faculty member does not return by the date of leave expiration, he shall be considered to have voluntarily resigned. Exceptions may be made by EMU.

C. Salary Increases

The base compensation rate of a faculty member shall be augmented by all general or special increases which he would have received had he not been on leave which are approved through the regular channels.

11.12 Requests for Extension of Absences

Normally all requests for extension of leave of absence must be made in writing to the faculty member's department head no later than ninety (90) days prior to the end of his leave or as specified in the sections above. The faculty member shall be informed in writing of the decision regarding such a request.

11.13 Status After Leave

All members of the bargaining unit who take any leave described in Article XI shall continue to be deemed faculty members of EMU and such leaves shall not cause an impairment to their employment status.

ARTICLE XII. APPOINTMENTS, TERMINATION, EVALUATION, PROMOTION AND TENURE

12.1 Terms

A. With the exception of special appointments not to exceed two (2) years, and reappointment of retired faculty members on special condition, all full-time appointments to the

rank of instructor or higher shall be of two kinds: 1) probationary (working toward tenure) appointments, 2) appointments with tenure.

B. Probationary appointments will be for one (1) year, subject to renewal or termination at expiration date. The duration of the probationary appointment will depend upon the rank at which the initial appointment was made, as follows: Professor, two years; Associate Professor, three years; Assistant Professor, four years; Instructor, five years.

C. Appointments with tenure will be permanent and continuous and may be terminated only for reasonable and just cause, except in case of retirement for age, disability, or because of financial exigency.

The primary purpose of academic tenure originally and presently is the preservation of academic freedom. That freedom, protected by a sufficient degree of economic security to make the profession attractive to men and women of ability, is essential if the professor and thereby the University is to fulfill the function of being that agency in society devoted to search for and exposition of the truth.

At Eastern Michigan University, academic tenure is awarded to a faculty member only after he has proven himself during a probationary period to be a worthy member of the University community.

D. All procedures for new appointments of faculty members, as well as procedures relating to reappointment, tenure and promotion, shall be exercised by the appropriate bodies or agents of EMU in accordance with the provisions of the Eastern Michigan University Equal Opportunity and Affirmative Action Program. In the event it should become necessary or desirable to modify the present Affirmative Action Pro-

gram in so far as it relates to faculty, EMU shall consult with the Association before the submission of such modified program to the appropriate government agency.

12.2 Procedures for appointment and evaluation of faculty members

A. Appointment, reappointment and tenure

Recommendations for appointment, reappointment and granting of tenure are to be made in accordance with the structure adopted pursuant to Article XIII, and only after careful professional review including consideration of evaluation reports. These recommendations shall be forwarded to the department head or the appropriate administrative officer, the Dean of the College, the Vice-President for Instruction, the President and the Board of Regents for approval or disapproval. In the event of the disapproval of any recommendation for appointment, the recommendation shall be returned with a statement of reasons to the department for reconsideration and further recommendations.

In the event an appointment shall be made in any department without the consent of a majority of faculty members in that department, the action may be the subject of a grievance on the basis that the appointee is not academically qualified or does not meet the published description of the position.

B. There shall be no arbitrary establishment of a fixed proportion of tenured to non-tenured faculty in the University or any division thereof.

C. Faculty Evaluation

1. Each probationary and tenured faculty member shall annually be systematically evaluated according to the criteria in 12.2-c, 2 and 3 below, for the purpose of recommendation in regard to reappoint-

ment, tenure (for non-tenured faculty), salary increases based on merit, promotion or termination.

2. Criteria for Faculty Evaluation

Specific procedures, criteria and evaluation techniques shall be developed and approved by the faculty members in each college, the Applied Science Division, and the Center of Educational Resources. These may include any existing procedures not in conflict with the terms of this Agreement. These criteria and procedures shall be reduced to writing and submitted to the Vice-President for Instruction for his approval. If the Vice-President for Instruction does not approve the submission he shall return it with a statement of reasons.

3. University-wide criteria for faculty evaluation

a. The required and most important criterion is instructional effectiveness and commitment to students. The teaching faculty should give evidence of ability to lead students of varying capacities into a growing understanding of the subject matter, tools, and materials of the profession. The faculty member should demonstrate his continuing concern for teaching effectiveness through his methods of presentation, instructional materials, evaluation of students, and awareness of developments in his field. Evaluation techniques include, but are not limited to, self-evaluation, classroom visitations, student evaluation of teaching, department head evaluation, peer evaluation, and assessment of academic advising of students and teaching materials utilized. In the case of non-teaching faculty, satisfactory professional per-

formance shall be the equivalent of instructional effectiveness.

b. In addition, the faculty member must satisfy one of the enumerated statements in each of the following criteria:

1) University Service

a) The faculty member should give evidence of assisting colleagues in department activities and of identifying new needs in the department.

b) Interest and activity should extend beyond the department into areas such as university and college-wide committees, student activities and professionally related community affairs.

2) Professional Development

a) Faculty members must maintain a high level of knowledge and expertise in their areas of specialization and must actively involve themselves in pursuing this goal.

b) The faculty member's capacity to advance the corpus of educational insight and/or knowledge is demonstrated by scholarly investigation into educational issues or problems, especially investigation or creative activity which has been published or otherwise disseminated among the practitioners of his discipline or among a wider community.

4. Additional criteria for promotion

It is recognized that in certain academic disciplines attainment of specific degrees or prescribed numbers of credit hours may be less directly related to professional performance than in others. Academic attainment is stated below in terms of minimum degrees and credit hours. However, faculty committees may establish appropriate pro-

fessional equivalencies for each of the academic requirements indicated below subject to approval of the Vice President for Instruction. These established equivalencies shall be respected by all persons evaluating an applicant for promotion.

Instructor

Master's degree or equivalent preferred; at least a Bachelor's degree plus 12 hours of graduate credit or equivalent.

Assistant Professor

Two years as an instructor; Doctor's degree or equivalent preferred; at least a Master's degree plus an additional 18 hours of graduate credit or equivalent.

Associate Professor

Four years as an assistant professor; Doctor's degree or equivalent preferred; at least a Master's degree plus an additional 36 hours of graduate credit or equivalent.

Professor

Five years as an associate professor; Doctor's degree or equivalent preferred; at least a Master's degree plus an additional 60 hours of graduate credit or equivalent.

In each of the above instances, only years in rank at Eastern Michigan University shall be considered. In extraordinary cases, years in rank may be waived as a requirement for promotion.

5. Procedures for faculty evaluation

a. The department head shall provide each faculty member with the opportunity to bring his record of professional preparation and achievement (degrees, publications, etc.) up to date annually and deposit these additional records in his official personnel file and or departmental file. The department head shall also secure the results of all evaluations undertaken for assessment of the criteria in 2 and 3 above, and make them available to the evaluation committee.

b. Evaluation procedures shall be initiated in order that all reappointment, tenure, promotion and merit pay and termination decisions may be made in accordance with the time schedules provided for in this agreement.

c. Upon completion of the evaluation of a faculty member, the committee shall prepare an evaluation report in consultation with the department head. If the head disagrees with the decision of the committee, he shall write his own recommendation to be included in the evaluation report. The faculty member evaluated shall be given a copy of the evaluation report, which he shall acknowledge by signing same. The evaluation report, including recommendations of the committee and the department head and all supporting documents, with any response from the faculty member, shall be placed in the faculty member's official personnel file.

d. It is recognized that the evaluation procedure is a continuing one, intended for constructive purposes. The department head shall provide regular opportunity to discuss professional evalua-

tion and to offer assistance to the faculty member in the improvement of his professional performance.

c. Tenured faculty members in a department shall be given the opportunity, upon request, to present to the Dean of the College their evaluation of the department head with such effect as the Dean shall determine.

b. Procedures for Promotion

a. A faculty member may initiate the promotion procedure by filing an application form with the department head by January 1 of the year prior to the academic year in which he seeks the promotion. These forms are to be consistent with the criteria and procedures of this agreement.

b. The application and supporting data of all applicants for promotion within the department shall be reviewed by a committee in consultation with the department head, utilizing the evaluation reports specified in Paragraph 12.2. C-5. of this Agreement. Such review shall take place prior to February 1st.

The department head shall write his recommendation, independent of the committee, and shall submit the recommendation, the committee report and all supporting data to the Dean of the College or other appropriate administrator.

c. These applications shall then be reviewed at the college level according to procedures approved (see Article XIII). The recommendation at this level, together with prior actions, shall be forwarded to the Vice-President for Instruction prior to March 1st.

d. The Vice-President for Instruction, in consultation with the Advisory Council for Instruction, shall review the applications for promotion and shall forward his recommendations to the President by April 1st for his recommendation to the Board of Regents.

e. Promotions shall become effective upon Board of Regents' approval. Appropriate salary adjustments, according to Paragraph 10.2 of this Agreement, shall be made at the beginning of the next academic year.

D. Notice of Appointment

The terms and conditions of every appointment to the faculty will be stated or confirmed in writing to the faculty member. Any subsequent extensions or modifications of an appointment and any special understandings, or any notices incumbent upon either party to provide, will be stated or confirmed in writing, and a copy will be given to the faculty member. Such documents will be issued only from the Office of the President.

E. Procedures in case of denial of tenure, promotion or reappointment

Applications for tenure, promotion or reappointment, which receive negative recommendations, shall be forwarded through review channels in the same manner as those which receive positive recommendations, after the committee or person recommending the rejection has written a letter to the faculty member clearly stating the criteria and relevant data upon which the rejection was based.

12.3 Terminations

A. Termination of non-tenured appointments

Written notice to a non-tenured faculty member that his appointment is not to be renewed will be given in advance of the expiration of that appointment, as follows:

1. No later than March 1st of the first academic year of service, if the appointment expires at the end of that year; or if a one-year appointment expires during the academic year, at least three (3) months in advance of its termination;

2. Not later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or if an initial two-year appointment terminates during an academic year, at least four (4) months in advance of its termination;

3. At least twelve (12) months before the expiration of an appointment after two (2) or more years of service at the institution.

B. Termination for reasonable and just cause

1. Reasonable and just cause for termination will be related directly and substantially to the fitness of the faculty member in his professional capacity and limited to serious professional misconduct, failure to meet professional responsibilities as set forth in Article IX, or incompetence as determined through the evaluation procedure. Intentionally causing injury to persons and/or damage to property, forcibly interrupting the normal daily teaching, research or administrative operation of the University, or directly inciting others to engage in such actions shall also constitute reasonable and just cause.

2. Dismissal of a faculty member with tenure, or with a special or probationary appointment before the end of the specified term, will be preceded by:

a. discussions between the faculty member and appropriate administrative officers (Department head, Dean, Vice-President for Instruction, President) looking toward a mutual settlement;

b. a statement of reasons, framed with reasonable particularity by the Vice-President for Instruction;

c. Within ten (10) days of the presentation of the statement of reasons, at the request of the faculty member an impartial hearing committee composed of tenured faculty in the bargaining unit shall be provided as follows:

1 – member of the faculty from the college concerned designated by the Association

1 – member of the faculty, designated by the President

1 – member of full or associate professor's rank from outside the college concerned, chosen by the other two, to act as chairman.

The recommendation of this committee shall be delivered within thirty (30) days of its selection. The faculty member involved shall have the right to representation by the Association or by any person of his choice, and the right to confront his accusers and to cross-examine witnesses. The recommendation of this committee shall be transmitted to the President, who shall, within five (5) days, provide for an opportunity for response in case of a recommendation adverse to the faculty member involved before transmitting the case to the Board of Regents. In case the committee concludes there is no adequate cause for dismissal, but the President rejects its recommendation,

he shall state, in writing within five (5) days, his reasons for doing so to the Committee and to the faculty member, with opportunity for response, before transmitting the case to the Board of Regents.

3. Decisions to suspend or to terminate for reasonable and just cause shall be subject to the grievance procedure provided for under Article VII of this Agreement.

4. Suspension of a faculty member shall be done only by the President. The issue of with or without pay shall be determined by the circumstances of the suspension.

5. Medical reasons.

Termination of a tenured appointment, or of a non-tenured or special appointment, for medical reasons, will be based upon clear and convincing medical evidence which shall, if the faculty member so requests, be reviewed by the grievance procedure specified in Article VII.

ARTICLE XIII FACULTY COMMITTEES

13.1 Recognizing the necessity for meaningful faculty involvement in the area of selection and evaluation of faculty members, curriculum development and utilization of financial resources, the following procedure for involvement of faculty shall be used.

a. Each College and the Applied Science Division and the Center of Educational Resources, under the direction of the dean or other administrative officer, shall within ninety (90) days develop a system providing for faculty input in each department and college or division in the areas of *Personnel, Instruction* and *Finance*. These systems may be revised from time to time in a manner consistent with the terms of this provision.

52

b. The resultant plan must be approved by a secret ballot of the majority of the bargaining unit members in each of the 4 colleges, and be submitted to the Vice President for Instruction, who shall be responsible for its immediate implementation, if approved. The Vice President for Instruction shall act upon any plan submitted as expeditiously as possible, but in no case shall his decision be delayed more than thirty (30) days. If the Vice-President for Instruction does not approve the proposed plan, he shall return it to the Dean of the College with a statement of his reasons for disapproval, and thereupon a further plan shall be developed following the same procedures.

c. In all sections of this agreement calling for faculty input, it is understood that such input will be through the structure developed in "a" and "b" above.

d. It is understood that procedures and structure may vary among the several colleges of the university.

13.2 The President shall appoint a committee to consider long range university planning and other areas which he deems appropriate. Such committee shall include representation of the Association and shall be provided the data available to the President which he feels will be helpful in committee considerations.

ARTICLE XIV. RIGHT TO MANAGE

EMU retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically

relinquished herein, are reserved to and remain vested in EMU.

ARTICLE XV. STRIKES AND LOCKOUTS

It is agreed that on the part of the Association there shall during the term of this Agreement be no strike, stoppage of work or slowdown, and on the part of EMU no lockout.

In the case of any strike, slowdown, or other suspension of work not authorized by the Association, its officers or agents, and not called in compliance with the terms and provisions of this Agreement, EMU agrees that such violation of this Agreement shall not cause the Association, its officers or agents, to be liable for damages; provided that the Association complies fully with the following:

1. The Association's obligation to take action shall commence immediately upon receipt of notice from EMU that a violation has occurred.
2. Immediately upon receipt of such notice the responsible Association representative shall immediately talk with those faculty members responsible for or participating in such violation, stating to them that:
   a. Their action is in violation of the Agreement, subjecting them to discharge or discipline.
   b. The Association has not authorized the strike, slowdown, or suspension of work and does not approve or condone it.
   c. The Association instructs the faculty members to immediately return to their respective jobs, submit any grievances they may have to the grievance procedure provided for in the Agreement.

ARTICLE XVI. OTHER PROVISIONS

16.1 Agreement construction.

The paragraph titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.

16.2 Saving Clause.

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or, if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party hereto, EMU and the Association shall immediately enter into collective bargaining for purpose of negotiating and mutually satisfactory replacement for such provision.

ARTICLE XVII. DURATION AND AMENDMENT

This Agreement shall continue in full force and effect to and including August 31, 1976. The Agreement shall continue in effect from year-to-year thereafter unless either party notifies the other in writing not less than ninety (90) days prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party, EMU and the Association shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modification in the Agreement not less than sixty (60) days prior to the expiration of the Agreement.

If, pursuant to such negotiation, an Agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall expire at the expiration date unless it is extended for a specified period by mutual agreement of the parties.

56

In witness whereof, this Agreement has been executed by the parties by their duly authorized representatives this 12th day of December, 1974.

Sally R. McCracken, Chief Negotiator
EMU Chapter of the American
Association of University Professors

Sally R. McCracken

Frederick M. Anderson, President
EMU Chapter of the American
Association of University Professors

Frederick M Anderson

Jeanne Henle, Chairperson—Bargaining Council
EMU Chapter of the American
Association of University Professors

Jeanne Henle

Gary D. Hawks, Vice-President for
University Relations and
Secretary, Board of Regents

Gary D Hawks

57

APPENDIX A

GROUP LIFE INSURANCE
PRUDENTIAL LIFE INSURANCE COMPANY OF AMERICA

COVERAGE AT EACH LEVEL

Salary Level Classification	Less than 65	Less than 66	Less than 67	Less than 68	Less than 69	Lowest Level of Coverage at Retirement
$ 0 to $ 4,499	$ 3,000	$ 1,500	$ 1,200	$ 1,000	$ 1,000	$ 1,000
4,500 to 5,999	4,000	2,000	1,600	1,200	1,000	1,000
6,000 to 7,499	6,000	3,000	2,400	1,800	1,200	1,000
7,500 to 8,999	8,000	4,000	3,200	2,400	1,600	1,000
9,000 to 10,499	10,000	5,000	4,000	3,000	2,000	1,000
10,500 to 11,999	12,000	6,000	4,800	3,600	2,400	1,200
12,000 to 13,999	14,000	7,000	5,600	4,200	2,800	1,400
14,000 to 15,999	16,000	8,000	6,400	4,800	3,200	1,600
16,000 to 19,999	18,000	9,000	7,200	5,400	3,600	1,800
20,000 to 24,999	22,500	11,250	9,000	6,750	4,500	2,250

Note: When an individual retires, his coverage automatically reduces to $1,000.

APPENDIX B

Ms. Sally R. McCracken

American Association of University Professors
Chief Negotiator
407 West Forest Avenue
Ypsilanti, Michigan 48197

Re: LETTER OF AGREEMENT

Dear Ms. McCracken:

With respect to the section concerning Appointments, Terminations, Evaluations, Promotions and Tenure in this Agreement, it is agreed that any extension or modification of appointment in effect on the date of this Agreement shall continue according to the stated terms.

It is further agreed, that for purposes of implementation during the 1974-75 academic year only, the monthly deadlines referred to in 12.2.6 (Procedures for Promotion) will all be moved forward by one month, i.e., January 1 becomes February 1, and February 1 becomes March 1, etc.

Sincerely,

Gary D. Hawks

Gary D. Hawks
Vice-President
University Relations

GDH:p

59

APPENDIX C

November 17, 1974

Ms. Sally R. McCracken
American Association of University Professors
Chief Negotiator
407 West Forest Avenue
Ypsilanti, Michigan 48197

Re: LETTER OF AGREEMENT

Dear Ms. McCracken:

With respect to the Rackham Laboratory School faculty, salaries shall be established by using the base contract year (Fall and Winter Semesters) salary plus the Spring Session (7½ week—22%) as total compensation.

It is understood, therefore, that such faculty members' teaching schedules follow the public school calendar.

Sincerely,

Gary D. Hawks

Gary D. Hawks
Vice-President
University Relations

GDH:p

APPENDIX D

December 6, 1974

Ms. Sally R. McCracken
American Association of University Professors
Chief Negotiator
407 West Forest Avenue
Ypsilanti, Michigan 48197

Re: LETTER OF AGREEMENT

Dear Ms. McCracken:

As to the question raised on the meaning of the first paragraph of Article 11.8 (Political Activity), nothing contained therein shall be construed to constitute an infringement upon the academic freedom of any faculty member.

Sincerely,

Gary D. Hawks
Vice President
University Relations

GDH:p

61

1974

JANUARY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

MARCH						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

1975

JANUARY						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

1976

JANUARY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29						

MARCH						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JULY						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

BEST COPY AVAILABLE